



Interoffice Memorandum

January 24, 2017

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Mark V. Massaro, P. E., Director, Public Works Department

CONTACT PERSON: John Klimovitch, County Traffic Engineer
Traffic Engineering Division

PHONE NUMBER: (407) 836-7803

SUBJ: Application for Access Line License into Central Florida Expressway's
(CFX) Fiber Optic Network

The Public Works Traffic Engineering Division, the Attorney's Office, and Risk Management Division staff have completed the review of the attached application for revocable, non-exclusive license for access line into CFX's Fiber Optic Network. CFX agreed to address staff's concerns by limiting liability to wrongful acts by County employees only and not contractors working on the County's behalf.

This application will allow Orange County to use CFX's fiber optic network to connect to eight traffic signals along CR 535 south of SR 429, allowing staff to remotely communicate with those signals and reduce response time and cost for troubleshooting and timing adjustments. In addition to an access line at SR 429 and CR 535, a second access line is required at SR 429 and Clarcona Ocoee Rd to connect to Orange County's existing fiber optic network. This application covers both access lines, and the annual license fee is \$2,000 per access line. This has been determined to be the most cost effective alternative to provide connectivity to those signals.

A file labeled "BCC Agenda Backup" and all supporting documentation are in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.

Action Requested: Approval and execution of Application for Revocable Non-Exclusive License for Access Line to Splice into CFX'S Fiber Optic Network ("FON"). Districts 1 and 2.

MVM/RDR/HE/nad

Attachments

Applicant: Orange County Public Works Department/ Traffic Engineering Division
Address: 4200 S John Young Pkwy, Orlando, FL 32839
Telephone Number(s): 407-836-7890
Email Address(es): Hazem.El-Assar@ocfl.net

Contact Person: Hazem El-Assar, P.E.
Telephone Numbers(s): 407-836-7866 **Email:** hazem.el-assar@ocfl.net

- ☒ A. Approval by FDOT
- ☒ B. Signed and Sealed Design Plans for Access Line
- ☒ C. Footprint of Access Line
- ☒ D. CFX's Application for Right of Entry

The Florida Department of Transportation ("FDOT") and CFX have entered into a Memorandum of Understanding ("MOU") dated November 14, 2003 regarding the use of unused conduit and fiber. According to the MOU, FDOT may share a portion of the fiber optic strands allocated by CFX to FDOT (in the white buffer) to third parties, but only for transportation related purposes including traffic, regional traveler, and multi-modal information and data, so long as: (i) the third parties indemnify CFX and FDOT for losses attributable to interruption or for providing alternate communication facilities during the interruption of any CFX or FDOT fiber; (ii) CFX approves the plans and details through its application process; and (iii) the parties coordinate.

Applicant has contacted FDOT and requested permission to use a portion of the excess strands allocated to FDOT. Specifically, Applicant has requested permission to use the following:

<u>Road Section</u>	<u>Strands</u>
SR 429 from CR 535 to Clarcona Ocoee Rd	2

Page 1 of 9

DESCRIPTION OF ACCESS LINE LOCATION AND AREA OF CONSTRUCTION

A. Description of Construction Activities and Access Line. Applicant seeks to engage in those construction activities addressed in and subject to CFX's Application for Right of Entry, referred to as the "Project," to install an access line ("Access Line") at the precise location described in the design plans signed and sealed by a professional engineer licensed in the State of Florida, attached as **Attachment "B"**, with a precise footprint ("Access Line Footprint") depicted in **Attachment "C."** The location of the Access Line is generally described as follows:

See attached plans.

B. Requested Splice Location. Applicant requests permission to connect the Access Line to the Excess Strands at the following location ("Splice Location"):

1. SR 429 at CR 535 - splice to occur in Manhole 429-19.6 SB located on the southbound side of SR 429 adjacent to the offramp plaza. 2. SR 429 at Clarcona Ocoee Rd. - splice in Manhole 429-26.5 SB on 429SB adjacent to SB on ramp.

A separate application should be completed for each Splice Location unless the Splice Locations are sufficiently related and CFX agrees to the use of only one application for multiple Splice Locations.

TERMS AND CONDITIONS

Based upon the above, Applicant hereby requests a revocable, non-exclusive license for the Access Line within the precise location described in the Access Line Footprint to connect to the Excess Strands described above at the Splice Location listed above, and in consideration for the license, agrees to the terms and conditions set forth herein.

1. Access Line. The description and location of the Access Line are true, correct, and complete.

1.1. Specifications for Access Line. The Access Line shall be placed and maintained in accordance with the requirements and specifications of current editions of the CFX Intelligent Transportation Systems ("ITS") Design Standards and Specifications available online at www.CFXway.com/DoingBusinessWithUs.aspx, Utility Accommodation Manual ("UAM"), National Electrical Code ("NEC"), the National Electrical Safety Code ("NESC"), the applicable rules and regulations of the Occupational Safety and Health Act ("OSHA"), and any governing authority having jurisdiction over the subject matter. Where a difference in specifications exists, the more stringent shall apply. Applicant's facilities shall not physically, electronically or inductively interfere with CFX's FON, CFX's right of way, or other facilities.

1.2. Conditions. Applicant agrees to the following:

1.2.1. Neither the Access Line nor the Project shall interfere with the property and rights of a prior Applicant or an existing structure, facility, utility, or use.

- 1.2.2. Under no circumstances may Applicant block any CFX roadway or operation or impede CFX in its normal functions without the prior written consent and approval from CFX.
- 1.2.3. No pullboxes or other surface structures shall be placed within CFX right-of-way without express written approval from CFX.
- 1.2.4. At its sole cost and expense, Applicant shall apply for and obtain all necessary permits, including permits issued by or through the Florida Department of Transportation, and comply with all applicable laws, rules, ordinances, and regulations.
- 1.2.5. All work, materials, and equipment shall be subject to inspection and approval by CFX at any time. Making periodic inspections or the failure to do so shall not operate to impose upon CFX any liability of any kind whatsoever nor relieve Applicant of any responsibility, obligations or liability assumed under this Application.
- 1.2.6. CFX has no responsibility for the Project, the Access Line, Applicant's improvements or conduits within the Access Line, or the Excess Strands.
- 1.3. Approval by CFX. To assure compatibility with CFX's FON, the general type of cable and construction standards must be approved by CFX. CFX will in its discretion furnish to Applicant written material, which will specify and explain the required construction or materials.
- 1.4. Placement and Installation of Access Line. The Access Line shall be located only within the Access Line Footprint. The exact fibers within the Excess Strands where Applicant's Access Line may enter and exit CFX's FON are specified above and in **Attachment "A."** Applicant shall not use or splice into any other fibers, strands, cables or conduits on CFX's FON. Applicant acknowledges and understands that any damage or interference with other conduits on CFX's FON is unacceptable. CFX makes no representation regarding the effectiveness of Applicant's method of splicing into CFX's FON or operability of the Excess Strands. Clearing obstructions, repairs, dig-ups and any other work required to install Applicant's Access Line shall be done at Applicant's expense by Applicant, and shall not be CFX's responsibility.
- 1.5. As-Built Documentation. Applicant shall provide As-Built documentation of the completed installation of the Access Line within ninety (90) days of completion. As-Built documentation shall include plans signed and sealed by a professional engineer licensed in the State of Florida as well as GIS Inventory data outlined in section 612 *GIS Inventory* of the CFX ITS Specifications.
- 1.6. Revocable, Non-Exclusive License. It is expressly agreed that the approval of this Application for a revocable, non-exclusive license for an Access Line described in **Attachment "C"** to splice into the Excess Strands on CFX's FON described above and in **Attachment "A,"** whichever is more restrictive, is a license for permissive use only and that the placing of utilities or FOC upon CFX's property shall not operate to create or vest any property right in said holder. Applicant may not use the Excess Strands for anything other than non-commercial, transportation-related purposes, including traffic, regional traveler, and multi-modal information and data. Applicant acknowledges it does not have an exclusive license and that CFX reserves the right to revoke the license at any time. In the case of non-compliance with CFX's requirements or any other applicable requirements, the license to use the Access Line, including the Excess Strands, is void and any alterations to CFX property will have to be brought into compliance or removed from CFX property at no cost to CFX. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of CFX's title and interest in the land to be entered upon and

used by Applicant, and Applicant will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless CFX and its officers, employees, and agents from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by Applicant of the aforesaid rights and privileges.

1.7. No Property Interest. Nothing contained in this Application shall be construed to convey to Applicant any other right, title or other ownership or leasehold interest in CFX's FON, the Access Line, or Excess Strands. Applicant agrees that neither construction nor maintenance of fiber optic systems in the CFX right-of-way shall operate to create or vest any real property interest in the right-of-way.

1.8. Sublicenses Prohibited. Applicant shall not execute a sub-license (or other any other type of transfer, assignment or conveyance) with third parties. Sub-licenses are strictly prohibited.

1.9. Relocation or Alteration. CFX reserves the right to relocate or alter CFX's FON to accommodate modifications to CFX's Conduit System, CFX's FON, CFX's expressway system, or for any other reason. CFX shall provide 30-days written notice by email to Applicant of projects which impact the Access Line, the Excess Strands, or Applicant's fiber optic system. Applicant shall be responsible for all costs associated with disconnection of the Access Line.

1.10. Notice of Removal. Applicant shall provide CFX notice in writing as to the date on which it abandons use of the Excess Strands. Within ten (10) days of abandonment, Applicant shall coordinate a date and time with CFX so that CFX may monitor the disconnection of the Access Line at the Splice Location and Applicant shall disconnect the Access Line at the Splice Location in CFX's presence.

2. Construction: Right of Entry Application. In conjunction with this Application, Applicant has submitted a CFX Right of Entry Application for the construction activities associated with the Project attached as Attachment "D." CFX, in its sole discretion, has the right to approve or deny the Application in whole or in part.

3. Maintenance.

3.1. Applicant shall construct and maintain its Access Line in a safe condition, and in a manner reasonably acceptable to CFX so as not to physically conflict or electrically interfere with the facilities attached thereon or placed therein by CFX or other authorized users.

3.2. Coordination. Activities to be performed in connection with the Project or the Access Line shall be coordinated with CFX prior to the initiation of the activity. Coordination with CFX shall be accomplished through contact and cooperation with both Pat Collins at 407-690-5056 and Steve Geiss at 407-690-5335, at least 7-days in advance.

3.3. Access to CFX's Manholes/Handholes. CFX's Manholes/Handholes shall be opened only as permitted by CFX's authorized employees or agents. Applicant shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes/Handholes and conduct work operations therein. Applicant's employees, agents or contractors will be permitted to enter or work in CFX's Manholes/Handholes only when an authorized employee or agent of the CFX is present or if prior authorization waiving this requirement is granted by CFX. CFX's employee or agent shall have the authority to suspend Applicant's work operations in and around CFX's Manholes if (in the sole discretion of said employee or agent) any hazardous conditions arise or any unsafe practices are being followed by Applicant's employees, agents or contractors or for reasonable cause. The presence of CFX's

authorized employee or agent shall not relieve Applicant of its responsibility to conduct all of its work operations in and around CFX's FON or CFX's right of way in a safe and workmanlike manner and in compliance with all laws, codes, rules, and regulations. Applicant shall comply with security directives and procedures promulgated by CFX.

3.4. Location of Access Line. In connection with retention of any locator services, Applicant shall register with the applicable Florida One Call agency. Applicant, at its expense, will be responsible for performing utility locates for its Access Line within CFX's right-of-way on behalf of any party needing such locates, to protect the systems from accidental cuts and dig-ups. Prior to performing a utility locate, Applicant shall **coordinate** with CFX per Section 3.2 and arrange a mutually convenient time for the utility locate in the presence of CFX. Applicant understands and agrees that accidental cuts and dig-ups may occur causing damage to the Access Line, and improvements therein, and that Applicant is solely responsible for repairing such damage within its Access Line that it owns and maintains. No liability shall be imposed upon CFX attributable to mislocation of the Access Line System by any locator service.

4. Annual License Fee. To offset the cost to CFX associated with this License, Applicant shall pay to CFX the greater of: (i) an annual charge of Two Thousand Dollars (\$2000.00) per connection to CFX's FON (the "Base Rate"), adjusted annually in accordance with the CPI Escalation provisions below provided. Within thirty (30) days of the Effective Date (with respect to the first year of the Initial Term) and on the anniversary date thereafter, Applicant shall pay CFX annually, in advance, the payment.

4.1. Invoices. Beginning with the second year of the Term, invoices for annual fees shall be sent to:

Name: Hazem El-Assar

Address: 4200 S John Young Pkwy

Email: Hazem.El-Assar@ocfl.net

Telephone number: 407-836-7866

4.2. Late Payment; Default. Failure by Applicant to pay all fees and charges within thirty (30) days of the due date shall constitute a default of this Application. All fees and charges not paid within such thirty (30) day period shall result in a late payment charge of one and one-half percent (1-1/2 %) of the unpaid balance for each month payment is outstanding.

4.3. CPI Escalation. Annually, on the anniversary of the Effective Date, the license fee shall be adjusted to an amount which is equal to the Base Rate multiplied by a fraction, the denominator of which is the CPI Index Number applicable to the Effective Date and the numerator is the CPI Index Number applicable to the relevant anniversary date of the Effective Date. The CPI Index Number shall mean the All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, 1982-84 = 100 published by the U.S. Department of Labor, Base year applicable as of the Effective Date.

5. Term. This License is terminable at will by the CFX. Unless terminated sooner, this License will expire upon the earlier of: (a) 180-days notice of termination by CFX; (b) notice of abandonment by Applicant; (c) notice by FDOT that the Excess Strands are no longer available; (d) immediate termination for good cause; or (e) notice by CFX of a breach in CFX's

security policies or procedures or default by Applicant. Default shall consist of, but not be limited to, the following:

- 5.1. If Applicant knowingly uses its Excess Strands or maintains them in violation of any law or in aid of any unlawful act or undertaking or anything other than transportation related purposes as described herein; or
 - 5.2. If Applicant violates any applicable laws, statutes, ordinances, codes or other legal requirements with respect to this Application; or
 - 5.3. If any authorization required by any governmental or private authority for the construction, operation and maintenance of the Excess Strands is permanently denied or revoked; or
 - 5.4. If Applicant occupies or uses any portion of CFX's FON or CFX's expressway system without having first been issued a license or permit from CFX or obtaining written approval from CFX; or
 - 5.5. Non-payment of amounts described in this Application; or
 - 5.6. If, in CFX's discretion, Applicant, its employees, agents, contractors, operations, or facilities in any way threaten, disrupt, interfere with, pose a hazard to or otherwise affect, CFX's FON, CFX's telecommunications service or ability to provide that service, or CFX's expressway system; or
 - 5.7. If Applicant's acts or omissions, or Applicant's use of the Access Line, Excess Strands, Splice Location, or any maintenance or other work thereon interferes in a material and adverse way with CFX's operation and maintenance of its expressway system; or
 - 5.8. If Applicant's Access Line, Excess Strands, Splice Location, or any maintenance or other work thereon pose, or in CFX's discretion may pose, a significant threat to the life, health or safety of any person; or
 - 5.9. If Applicant violates the terms and conditions of this License.
6. Disputes. If construction or installation of the Access Line or use of the Excess Strands interfere with CFX duties or responsibilities, Applicant agrees that CFX's Chief of Technology Operations or the Manager of Traffic Operations have the right and authority to resolve all disputes involving traffic safety, construction, maintenance of traffic, maintenance within the CFX right-of-way, CFX's FON, the Access Line, the Excess Strands, the Splice Location, or security breaches that may occur by reason of this License. CFX maintains the right to delay or postpone any construction or maintenance activities due to disputes and shall notify the Applicant regarding such delays.
7. Indemnification: Cost to Repair. Applicant shall indemnify, defend and hold CFX and the Florida Department of Transportation ("FDOT"), including their officers, directors, employees, and agents, collectively referred to as "CFX" and "FDOT," harmless and shall cause Applicant's contractors and agents to indemnify, defend and hold CFX and FDOT harmless from and against any and all costs, expenses, fines, fees, penalties, claims, suits or proceedings (including attorneys' fees at the trial or appellate level), demands, liabilities, damages, injuries (including death) arising from their respective use of or work performed on or about CFX property, the Access Line, the Excess Strands, or the Splice Location, excepting only those claims arising from the sole negligence of CFX or FDOT. Applicant shall be responsible for the cost of repairing any damage to CFX's expressway system (including improvements thereon), CFX's FON, the Access Line, the Splice Location, or toll revenue

arising from their respective use of or work performed on or about CFX property, the Access Line, the Excess Strands, or the Splice Location, excepting only those claims arising from the sole negligence of CFX or FDOT.

8. **Sovereign Immunity.** Applicant hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained in this Application for License shall be construed as a waiver or attempt at a waiver by CFX of its sovereign immunity under the Constitution, the Florida Statutes, and laws of the State of Florida.
9. **Assumption of Risk: Release.** Applicant assumes the risk associated with any activities arising out of this License, the Access Line or the improvements therein, the Excess Strands, or the Splice Location. Applicant, on behalf of itself, its employees, contractors, and agents, hereby releases CFX, its officials, officers, employees, contractors and agents from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any injury or damage to any person or any real or personal property which Applicant and its employees, contractors, or agents may suffer or incur in connection with this License, the Access Line or the improvements therein, the Excess Strands, or the Splice Location. Applicant expressly agrees that CFX is under no obligation to ensure the functionality of CFX's FON, in whole or in part.
10. **CFX PROVIDES NO WARRANTY OF OPERABILITY OR FITNESS OF PURPOSE OF CFX'S FON.**
11. **LIMITATION OF LIABILITY. IT IS UNDERSTOOD AND AGREED THAT CFX'S LIABILITY WHETHER IN CONTRACT, IN TORT, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE LICENSE FEE PAID BY APPLICANT FOR ONE YEAR AND UNDER NO CIRCUMSTANCES SHALL CFX BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE LICENSE IS A CONSIDERATION IN LIMITING CFX'S LIABILITY.**
12. **Reservation of Rights.** CFX reserves the right, in its sole and absolute discretion, to regulate and control access to CFX's rights-of-way, all portions of CFX's FON, and CFX's expressway system. Further, this Application does not provide Applicant any exclusive rights regarding the Access Line, access to CFX rights-of-way, nor preclude CFX from granting right-of-way access to others. CFX expressly reserves all rights to pursue any claims it may have against the Applicant, its employees, contractors or agents for damages, violations, contributions and indemnity, or for any other losses which may have been caused by the Applicant, its employees, contractors, or agents to CFX's expressway system (including improvements thereon), CFX's FON, the Access Line, the Splice Location, or toll revenue.
13. **Governing Law.** All parties agree that this Application for License and the contents thereof are to be interpreted and enforced pursuant to the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Application for License or any provision hereof shall be instituted and maintained only in the courts of the State of

Florida. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida.

14. Notice. Except as otherwise provided in the paragraphs with the headings of: (a) Relocation or Alteration and (b) Maintenance, all notices required to be delivered to Applicant or CFX shall be delivered via certified mail return receipt requested to the respective parties at the addresses provided below:

14.1. With respect to Applicant: To the address provided on page 1.

14.2. With respect to CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807-1684
Telephone: (407) 690-5000
Attention: Chief of Technology

and

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807-1684
Telephone: (407) 690-5000
Attention: General Counsel

15. Authorized Signatories. Applicant represents and warrants that the person signing below is duly authorized to sign this Application for License to which the Applicant and its employees, contractors, and agents will be duly bound.
16. The Parties agree that neither this Application for License nor any memorandum or notice of the same shall be recorded in the Official Records of Orange County, Florida, or any other County in the State of Florida.
17. Assignment. The rights granted herein shall not be assignable without the express, prior written consent of CFX.
18. Waiver. Failure of CFX to enforce or insist upon compliance with any of the terms or conditions of this Application or to give notice or declare this Application, or any provision granted hereunder, terminated shall not constitute a general waiver or relinquishment of any term or condition of this Application, but the same shall be and remain at all times in full force and effect. Any waiver must be in writing and signed by both parties.
19. This Application for License supersedes and cancels any other agreement, representation, or communication, whether oral or written, between or among the Parties relating to the Access Line, Excess Strands, or Splice Location contemplated herein, or the subject matter hereof.

20. Survival. The paragraphs on Indemnification and Notice of Removal survive the termination of this Application.

21. Applicant understands and agrees that this Application for License does not take effect until it is fully executed by CFX in writing and that Applicant cannot rely upon the representations of staff.

IN WITNESS WHEREOF, the Applicant executes this Application for License for a revocable, non-exclusive license for the Access Line within the precise location described in the Access Line Footprint to connect to the Excess Strands described above at the Splice Location listed above, subject to the terms and conditions above.

Witnesses:

APPLICANT: ORANGE COUNTY, FLORIDA

First Witness

Name: Ajit Lalchandani

By: Craig A. Stopyska

By: _____

Print Name: Craig A. Stopyska

Name: Ajit Lalchandani

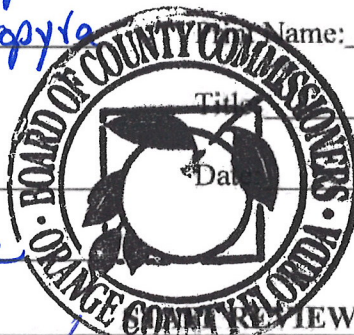
Second Witness

County Administrator

By: Nobin K. K.

Date: 2.21.17

Print Name: Nobin K. K.



Traffic Operations: <u>[Signature]</u>	Date: <u>3/1/2017</u>
Engineering: <u>[Signature]</u>	Date: <u>3/24/2017</u>

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

In reliance upon the Applicant's representations and commitments, CFX approves the Application and grants a revocable, non-exclusive license for the Access Line within the precise location described in the Access Line Footprint to connect to the Excess Strands described above at the Splice Location listed above, subject to the terms and conditions above, effective on the last date of execution below.

By: [Signature] Date: 3/3/17
Corey Quinn, P.E., Chief of Technology Operations

APPROVED AS TO FORM

FOR RELIANCE BY CFX ONLY: Linda S. B. Leno Date: 3-28-2017

General Counsel / Deputy General Counsel

R:\Departments\Legal\General\Contracts\FOC-OC and 3d parties\2016_08_11 Application_BH.docx

Attachment A
Approval by FDOT



ORLANDO - ORANGE COUNTY

4974 ORL TOWER ROAD, ORLANDO, FLORIDA 32807
TELEPHONE (407) 690-5000 • FAX (407) 690-5011 • WWW.OOCEA.COM

November 5, 2009

Mr. Richard B. Morrow, P.E.
District Traffic Operations Engineer
Florida Department of Transportation
719 South Woodland Boulevard
Deland, Florida 32720-6834

RECEIVED
NOV 06 2009
D5 OPERATIONS

Re: 408, 414, 417, and 429 Orange County Fiber Requests

Dear Mr. Morrow:

The Authority is in receipt of the Florida Department of Transportation (FDOT) District Five's request dated July 22, 2009 to use excess capacity in the Authority's fiber optic cable. In accordance with the existing agreement between the FDOT and the Authority for sharing excess fiber optic facilities, the Authority has reviewed this request and determined that fiber optic cable was not available to meet the FDOT's request; however, previously allocated unused fiber has been repurposed to meet this request. As such, please consider this letter as authorization to utilize the fiber optic cable strands requested. The following list specifies the fiber color assignments associated with each segment of roadway:

- SR408 WB fiber from MH T6 on Florida's Turnpike (heading east) to SR408 EB fiber MH75 @ SR50. Will require color to color patch through at OOCEA HQ (patch panel "WB West of HQ" to "EB East of HQ": White Buffer Tube - Yellow and Violet Fibers (2 strands)
- SR414 EB fiber from MH414-4512 (at SR429) to MH414-5209 (OOCEA east terminus): White Buffer Tube - Yellow and Violet Fibers (2 strands)
- SR417 NB fiber from MH190 (OOCEA southern terminus) to SR417 NB fiber MH75 (OOCEA northern terminus)
- SR417 NB fiber from MH75 (OOCEA northern terminus east side) to SR417 SB MH76 (OOCEA northern terminus west side): White Buffer Tube - Yellow and Violet Fibers (2 strands)
- SR429 SB fiber from MH462 (OOCEA southern terminus) heading north to MH353 (OOCEA northern terminus): White Buffer Tube - Yellow and Violet Fibers (2 strands)

The Authority requests an opportunity to review the Department's plans and details associated with this effort. Please recognize that this fiber optic cable is carrying live communications traffic required for our electronic toll collection and telephone systems. As such, the Authority requests that the Department coordinate with the Authority on scheduling maintenance windows for conducting any splicing of OOCEA fiber optic cable and that an Authority representative witness this activity. If you have any questions regarding these items, please call me at (407) 690-5332.

Sincerely,

L.A. Griffin
Manager of Expressway Operations

cc: Joe Berenis, OOCEA
Ben Dreiling, OOCEA
Rod Stroupe, OOCEA
Charles Lattimer, PBS&J

11/9	Rick	
	Chris	
	Tony	
	M. Sanders	
	Jim	
	Susanne	
✓	M. Smith	
	Walter A. Ketcham, Jr.	Michael Snyder, P.E.
	Chad	Executive Director
	File	

RICHARD T. CROTTY
Chairman

TANYA T. JUAREZ
Vice Chairman

MARK C. FILBURN
Secretary/Treasurer

NORANNE B. DOWNS, P.E.
Board Member

WALTER A. KETCHAM, JR.
Board Member

MICHAEL SNYDER, P.E.
Executive Director

FDOT WHITE BUFFER TUBE ALLOCATION

*FDOT D5 (Orange County)
10/28/2009 Fiber Request Only

FDOT D5
(Orange County)
Fiber Request
10/28/2009

SR 414

FDOT D5
(Orange County)
Fiber Request
10/28/2009

SR 408

FDOT D5
(Orange County)
Fiber Request
10/28/2009

SR 429

SR 408

SR 417

SR 528

SR 417

OCEA FIBER OPTIC NETWORK
WHITE BUFFER TUBE USAGE

Author: MHL, BAV, EIL
Date: 10/21/09



Attachment B

Signed and Sealed Design Plans for Access Line

ORANGE COUNTY, FL

TCD JOB NO: N/A

CENTRAL FLORIDA EXPRESSWAY (SR 429) FIBER

FIBER CONNECTION PLANS

PREPARED FOR
ORANGE COUNTY PUBLIC WORKS

11 OCT '15 PM 01:38

Sheet List Table

SHEET NUMBER	SHEET TITLE
GENERAL	KEY SHEET
IT-1	OVERVIEW
IT-2 - IT-3	WINTER GARDEN VINELAND RD & SR 429
IT-4	SR 429 & WEST RD
SPLICE DIAGRAM	
IT-5	SR 429 SPLICE DIAGRAM

PLANS PREPARED BY:



NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED BY REPRODUCTION.

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

ENGINEER OF RECORD: Hazem El-Asar, P.E.
DATE: 10/12/16
P.E. NO.: 59071

SHEET
NO.
IT-1



DATE		DESCRIPTION		REVISORS		DATE		DESCRIPTION	

		Traffic Control Devices, Inc. 24 North Westwind Dr. Winter Springs, FL 32784 Phone: 407-669-5811 Fax: 407-669-5812 www.TCDIN.com		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		WINTER GARDEN VINELAND RD & SR 429		SHEET NO. IT-2	
ROAD NO		COUNTY		FINANCIAL PROJECT ID					
---		ORANGE		---					



DATE	DESCRIPTION	REVISION	DATE	DESCRIPTION



10000 E. Colonial Ave. Suite 100
 Orlando, FL 32817
 Phone: 407.881.1111
 Fax: 407.881.1111
 www.TCDI.com


STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
---	ORANGE	---

**WINTER GARDEN VINELAND RD
& SR 429**

SHEET NO.
IT-3



REVISIONS		DATE		DESCRIPTION	
DATE	DESCRIPTION	DATE		DESCRIPTION	

		Traffic Control Systems, Inc. 241 North Westchase Lane Suite 100, Westchase, FL 32609 Phone: 407-881-1800 Fax: 407-881-1801 www.tcsystems.com	
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROAD NO. COUNTY FINANCIAL PROJECT ID	
---		ORANGE ---	

SR 429 & WEST RD	
SHEET NO. IT-4	

Attachment C

Footprint of Access Line



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION



Traffic Control Devices, Inc.
241 North Westmonte Dr.
Alamogordo, Spring, TX 78274
Phone: 407 882 5800
Fax: 407 882 6070
www.TCDI-SV.com

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
---	ORANGE	---

**WINTER GARDEN VINELAND RD
& SR 429**

SHEET NO.
IT-2



Attachment D

CFX's Applications for Right of Entry

**APPLICATION FOR
RIGHT OF ENTRY UPON
CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX") PROPERTY**

Applicant: Traffic Control Devices, Inc.
Address: 242 North Westmonte Ave. Altamonte Springs, FL
Telephone Number(s): 407-869-5300
Email Address(es): fm@tcd-usa.com

Contact Person: Frank Matulewicz
Telephone Numbers(s): Cell: 407-448-3619 Email: fm@tcd-usa.com

Required Attachments:

- ☒ A. Project Plan
☒ B. Description of Location
☐ C. Certificate of Insurance

DESCRIPTION OF PROJECT AND LOCATION

A. Description of Project. Applicant intends to perform the work described in the plans attached hereto as Attachment A, referred to as "Project," generally described as follows:

ORANGE COUNTY FLORIDA
CENTRAL FLORIDA EXPRESSWAY (SR429) FIBER
FIBER CONNECTION PLANS
ORANGE COUNTY PUBLIC WORKS

B. Location. In order to construct the Project, Applicant desires to enter upon the real property more particularly described in Attachment B, referred to as "CFX Property," which Applicant represents is owned by CFX, in the following area:

FROM THE OC TRAFFIC PULLBOX SE CORNER OF WINTER GARDEN VINELAND RD / STONEYBROOK
WEST PKWY TO THE SR429 SPLICE VAULT

TERMS AND CONDITIONS

Based upon the above, Applicant hereby requests a temporary non-exclusive right of entry to enter upon CFX Property to commence the Project and agrees to the terms and conditions set forth herein.

1. The description of the Project and location are true, correct, and complete.

2. Term. This Right of Entry is terminable at will by the CFX. Unless terminated sooner, this Right of Entry will expire upon the earlier of: (a) completion of the Project; (b) the expiration of the required insurance; or (c) SIXTY DAYS FROM APPROVAL (60) days from the date of execution.

3. Right of Entry. CFX hereby authorizes Applicant, its employees, contractors, and agents to enter upon CFX Property for the sole and limited purpose of:

INSTALLATION OF CONDUIT AND FIBER FOR THE SOLE PURPOSE OF REDUNDANCY FOR ORANGE COUNTY
TRAFFIC CABINET COMMUNICATIONS

It is expressly stipulated that this Right of Entry is a license for permissive use only and that the placing of utilities upon public property pursuant to this Right of Entry shall not operate to create or vest any property right in said holder. In the case of non-compliance with CFX's requirements or any other applicable requirements, this Right of Entry is void and any alterations to CFX Property will have to be brought into compliance or removed from CFX Property at no cost to CFX. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of CFX's title and interest in the land to be entered upon and used by the Applicant, and the Applicant will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless CFX and its officers, employees, and agents from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said Applicant of the aforesaid rights and privileges.

4. Conditions. Applicant further agrees to the following conditions:

- a. Applicant shall apply for and obtain all necessary permits, including permits issued by or through the Florida Department of Transportation, and comply with all applicable laws, rules, ordinances, and regulations.
- b. Under no circumstances may Applicant block any CFX roadway or operation or impede CFX in its normal functions without the prior written consent and approval from the CFX.
- c. No pullboxes or other surface structures shall be permanently placed within CFX right-of-way.
- d. All work, materials, and equipment shall be subject to inspection and approval by CFX at any time.
- e. The Project shall not interfere with the property and rights of a prior Applicant or an existing structure, facility, utility, or use.
- f. In the event contaminated soil is encountered by the Applicant, its employees, contractors, or agents, within CFX Property, the Applicant shall immediately cease work on the Project and notify CFX. CFX shall notify the Applicant of any suspension or revocation of the Right of Entry to allow for contamination

assessment and remediation. Said suspension or revocation shall remain in effect until otherwise notified by CFX.

- g. NA
- h. NA
- i. NA

5. Coordination. Activities to be performed in connection with the Project shall be coordinated with CFX prior to the initiation of the activity. Coordination with CFX shall be accomplished through contact and cooperation with both Pat Collins at 407-690-5056 and Steve Geiss at 407-690-5335, at least 72 hours in advance to assist in locating the existing CFX roadway lighting lines, fiber optic network lines, and any other underground improvements and to confirm no on-going maintenance in the area.

6. Restoration of Site. Applicant shall be responsible for any and all costs related to the Project, including, but not limited to, installation, operation and removal and restoration of equipment on and around CFX Property. At Applicant's sole cost and expense, Applicant shall remove from CFX Property all materials generated during its activities within CFX Property and Applicant shall be fully responsible for the proper disposal of such materials in accordance with applicable laws, rules, ordinances and regulations. Additionally, Applicant agrees to promptly repair any and all damage to CFX Property caused by the Project with specific attention to surface sod, concrete, and asphalt. Restoration of CFX Property shall be equal or superior to its present condition as nearly as may reasonably be possible. Upon completion of restoration, Applicant shall contact Pat Collins at 407-690-5056 and Steve Geiss at 407-630-5335, who shall inspect the CFX Property and, if satisfied, issue a notice of satisfaction, which notice may be transmitted by electronic mail. Failure to obtain said notice of satisfaction may result in pursuit by CFX against Applicant, its contractors or agents for damages and costs associated with proper restoration of CFX Property.

7. Indemnification. Applicant shall indemnify, defend and hold CFX harmless and shall cause Applicant's contractors and agents to indemnify, defend and hold CFX harmless from and against any and all costs, expenses, fines, fees, penalties, claims, suits or proceedings (including attorneys' fees at the trial or appellate level), demands, liabilities, damages, injuries (including death) arising from their respective use or work performed on or about CFX Property or in connection with the Project, excepting only those claims arising from the sole negligence of CFX, its officials, or employees.

8. Sovereign Immunity. Nothing contained in this Right of Entry shall be construed as a waiver or attempt at a waiver by CFX of its sovereign immunity under the Constitution, the Florida Statutes, and laws of the State of Florida.

9. **Insurance Requirements.** The Applicant shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Applicant's activities and those of any and all subcontractors (including officers, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by the CFX. Compliance with the insurance requirements below shall not relieve or limit the Applicant's liabilities and obligations under this Right of Entry. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the Applicant's obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

- a. The Applicant shall require all insurance policies in any way related to the work to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The Applicant shall require of sub-contractors, by appropriate written Agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the Applicant agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. At the Applicant's expense, all limits must be maintained. All insurance coverage required of the Applicant shall be primary over any insurance or self-insurance program carried by CFX.
- b. **Commercial General Liability:** Shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. CFX shall be listed as an additional insured utilizing an endorsement Form.
- c. **Business Automobile Liability:** Shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the Applicant does not own automobiles, the Applicant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- d. **Workers' Compensation Coverage:** Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Applicant, its employees, contractors, agents and sub-contractors.

- e. Prior to the expiration of the Certificate of Insurance, the Applicant shall provide CFX with a renewed Certificate of Insurance.

10. Assumption of Risk; Release. Applicant, on behalf of its employees, contractors, and agents, assumes the risk associated with any activities arising out of this Right of Entry or on or around CFX Property. Applicant, on behalf of itself, its employees, contractors, and agents, hereby releases CFX, its officials, officers, employees, contractors and agents from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any injury or damage to any person or any real or personal property which Applicant and its employees, contractors, or agents may suffer or incur in connection with this Right of Entry.

11. Reservation of Rights. CFX expressly reserves all rights to pursue any claims it may have against the Applicant, its employees, contractors or agents for damages, violations, contributions and indemnity, or for any other losses which may have been caused by the Applicant, its employees, contractors, or agents within CFX Property. In the event that the Applicant fails to comply with the terms of this Right of Entry, CFX has the right to immediately termination upon notice.

12. Governing Law. All parties agree that this Right of Entry and the contents thereof are to be interpreted and enforced pursuant to the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Right of Entry or any provision hereof shall be instituted and maintained only in the courts of the State of Florida.

13. Notice. Except as otherwise provided in the paragraphs with the headings of Coordination and Restoration of Site, all notices required to be delivered to Applicant or CFX shall be delivered via certified mail return receipt requested to the respective parties at the addresses provided below:

With respect to Applicant: To the address provided on page 1.

With respect to CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807-1684
Telephone: (407) 690-5000
Facsimile: (407) 690-5011
Attention: Chief of Infrastructure

and

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807-1684
Telephone: (407) 690-5000
Facsimile: (407) 690-5011
Attention: General Counsel

14. Authorized Signatories. Applicant represents and warrants that the person signing below is duly authorized to sign this Right of Entry to which the Applicant and its employees, contractors, and agents will be duly bound.

15. The Parties agree that neither this Right of Entry nor any memorandum or notice of the same shall be recorded in the Official Records of Orange County, Florida or any other County in the State of Florida.

16. Applicant understands and agrees that this Right of Entry does not take effect until it is fully executed by CFX in writing and that Applicant cannot rely upon the representations of staff.

IN WITNESS WHEREOF, the Applicant executes this Application for Right of Entry for a temporary non-exclusive right of entry to enter upon CFX Property to commence the Project at the location described herein, subject to the terms and conditions above.

Witnesses:

First Witness

By: Brent R. Poole
Print Name: Brent Poole

Second Witness

By: Joseph A. Berenis
Print Name: Joseph A. Berenis

APPLICANT:

Name: Traffic Control Devices, Inc.
By: Frank Matulewicz
Print Name: Frank Matulewicz
Title: ITS Project Manager
Date: 4/29/16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

In reliance upon the Applicant's representations and commitments, CFX approves the Application and grants a temporary non-exclusive right of entry to enter upon CFX Property to commence the Project subject to the terms and conditions above, effective on the last date of execution below.

By: _____ Date: _____
Joseph A. Berenis, P.E., Chief of Infrastructure

APPROVED AS TO FORM: _____ Date: _____
General Counsel /Deputy General Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stahl & Associates Insurance, Inc. 250 International Parkway Suite 128 Lake Mary FL 32746	CONTACT NAME: Karen Hall	
	PHONE (A/C, No. Ext): (407) 833-8998 FAX (A/C, No): (407) 833-3909	
INSURED Traffic Control Devices, Inc. P.O. Box 150418 Altamonte Springs FL 32715-0418	E-MAIL ADDRESS: karen.hall@stahlinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Amerisure Mutual Ins Co	NAIC # 23396
	INSURER B: Amerisure Insurance Co	19488
	INSURER C: XL Specialty Insurance Co.	37885
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: CL1642031473

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	GL2028856	5/1/2016	5/1/2017	MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Blanket Add'l Insured's						PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> GL Extension Endorsement						GENERAL AGGREGATE \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	X	Y	CA2028854	5/1/2016	5/1/2017	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
							\$	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	DED RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A	WC2028857	5/1/2016	5/1/2017	E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	
C	Contractors Equipment			UM00037425MA16A	5/1/2016	5/1/2017	Leased/Rented Equipment \$500,000	
C	Contractors Equipment			UM00037425MA16A	5/1/2016	5/1/2017	Installation Floater \$2,500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job: Orange County, Florida (SR429) Fiber Connection - From the OC Traffic Pullbox SE Corner of Winter Garden Vineland Rd / Stoneybrook West Pkwy to the SR 429 Splice Vault;
CFX, its employees, members, officers, agents, consultants and successors, are included as an Additional Insured with respect to General Liability including ongoing and completed operations per endorsement CG7048 as required by written contract. Additional Insured with respect to Automobile Liability per CA7115 Advantage Commercial Automobile Broad Form endorsement. Installation Floater Coverage to include coverage for materials stored at the project site, property while in transit, and property stored at a

CERTIFICATE HOLDER

(407) 690-5011

Central Florida Expressway Authority
4974 ORL Tower Rd.
Orlando, FL 32807

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Bowles/DOOLEY

COMMENTS/REMARKS

temporary location for the amount of materials involved in this contract. Waiver of subrogation applies in favor of Additional Insured with respect to general liability, automobile liability, and worker's compensation. 30 days notice of cancellation will be provided.

Insured: Traffic Control Devices, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stahl & Associates Insurance, Inc. 250 International Parkway Suite 128 Lake Mary FL 32746	CONTACT NAME: Karen Hall	
	PHONE (A/C, No, Ext): (407) 833-8998	FAX (A/C, No): (407) 833-3909
INSURED Traffic Control Devices, Inc. P.O. Box 150418 Altamonte Springs FL 32715-0418	E-MAIL ADDRESS: karen.hall@stahlinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: North River Insurance Co	NAIC # 21105
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: CL1642031475

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 19,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 19,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ -0	<input checked="" type="checkbox"/>		5811066837	5/1/2016	5/1/2017	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job: Orange County, Florida (SR429) Fiber Connection - From the OC Traffic Pullbox SE Corner of Winter Garden Vineland Rd / Stoneybrook West Pkwy to the SR 429 Splice Vault;
Umbrella is excess over the general liability, automobile and employers liability coverages.

CERTIFICATE HOLDER

(407) 690-5011

Central Florida Expressway Authority
4974 ORL Tower Rd.
Orlando, FL 32807

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Bowles/DOOLEY

ACORD 25 (2010/05)

INS025 (201005) 01

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Policy Number GL2028856	Agency Number 0825486	Policy Effective Date
Policy Expiration Date	Date	Account Number 11183621
Named Insured Traffic Control Devices, Inc.	Agency STAHL BOWLES & ASSOCS INC	Issuing Company AMERISURE INSURANCE COMPANY

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b. The written contract, written agreement, or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c. If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. **SECTION II - WHO IS AN INSURED** is amended to add the following:

If the additional insured is:

 - a. An individual, their spouse is also an additional insured.
 - b. A partnership or joint venture, members, partners, and their spouses are also additional insureds.
 - c. A limited liability company, members and managers are also additional insureds.
 - d. An organization other than a:
 - (1) Partnership;
 - (2) Joint venture; or
 - (3) Limited liability company;

executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
 - e. A trust, trustees are also insureds, but only with respect to their duties as trustees.

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3. The insurance provided under this endorsement is limited as follows:

- a. That person or organization is an additional insured only with respect to liability arising out of:**
 - (1) Premises you:**
 - (a) Own;**
 - (b) Rent;**
 - (c) Lease; or**
 - (d) Occupy; or**
 - (2) Ongoing operations performed by you or on your behalf. If, however, the written contract, written agreement, or certificate of insurance also requires completed operations coverage, we will also provide completed operations coverage for that additional insured.**
- b. Premises, as respects paragraph 3.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.**
- c. Additional insured status provided under paragraphs 3.a.(1)(b) or 3.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.**
- d. Ongoing operations, as respects paragraph 3.a.(2) above, does not apply to "bodily injury" or "property damage" occurring after:**
 - (1) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or**
 - (2) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.**
- e. The limits of insurance that apply to the additional insured are the least of those specified in the:**
 - (1) Written contract;**
 - (2) Written agreement;**
 - (3) Certificate of insurance; or**
 - (4) Declarations of this policy.**

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- f. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:**
 - (1) The preparing, approving, or failing to prepare or approve:**
 - (a) Maps;**
 - (b) Drawings;**
 - (c) Opinions;**
 - (d) Reports;**
 - (e) Surveys;**
 - (f) Change orders;**
 - (g) Design specifications; and**
 - (2) Supervisory, inspection, or engineering services.**

Includes copyrighted material of Insurance Services Office, Inc.

- g. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

unless the written contract, written agreement, or certificate of insurance requires this insurance be primary. In that case, this insurance will be primary without contribution from such other insurance available to the additional insured.

- h. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the terms of that endorsement, shown below, are incorporated into this endorsement to the extent such terms do not restrict coverage otherwise provided by this endorsement:

<p style="text-align: center;">ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)</p> <p>This endorsement modifies insurance provided under the following:</p> <p style="text-align: center;">COMMERCIAL GENERAL LIABILITY COVERAGE PART.</p> <p style="text-align: center;">SCHEDULE</p> <p>Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)</p> <p>WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.</p> <p style="text-align: right;">Copyright, Insurance Services Office, Inc., 1984</p> <p>CG 20 10 11 85</p>

- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of an Insurance Services Office (ISO) endorsement, then the coverage provided under this CG 70 48 endorsement does not apply. Additional insured status is limited to that provided by the ISO endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ \$350.00

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph A.2. is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
 - (1) Coverage under this provision is afforded only until the end of the policy period;
 - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
 - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
 - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

- (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:

- (a) The lease agreement requires you to provide direct primary insurance for the lessor;
- (b) The "auto" is leased without a driver; and
- (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph 5. FELLOW EMPLOYEE is deleted and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

- A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

- B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, paragraph b. Loss of Use Expenses is deleted and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

- C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph 5.b. **Other Insurance** is deleted and replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. **LOAN OR LEASE GAP COVERAGE**

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- (a) The amount paid under the Physical Damage Coverage Section of the policy; and

- (b) Any:

- (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
- (4) Security deposits not refunded by a lessor; and
- (5) Carry-over balances from previous loans or leases.

7. **RENTAL REIMBURSEMENT**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph 4. **Coverage Extensions** is deleted and replaced by the following:

4. **Coverage Extensions**

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph 3. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SCHEDULE

Description of Covered "Auto":

Limit of Insurance
\$500

Deductible
\$250

A. Coverage

1. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit that is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.

B. Exclusions

For purposes of this provision 14, the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
3. A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered "auto".

C. Limit of Insurance

With respect to coverage under provision 14. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment, as described in paragraph A. above, as a result of any one "accident", is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. The amount shown in the Schedule.

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2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

E. When This Provision Becomes Void

This provision, **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**, is void if CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **EXCLUSIONS**, provisions 1. through 6. of this endorsement amend the policy as follows:

1. LIQUOR LIABILITY

Exclusion c. **Liquor Liability** is deleted.

2. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)

Exclusion g. **Aircraft, Auto or Watercraft**, paragraph (2) is deleted and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

Exclusion g. **Aircraft, Auto or Watercraft**, paragraph (6) is added as follows:

(6) An aircraft that you do not own that is:

- (a) Hired;
- (b) Rented; or
- (c) Loaned to you;

with paid crew for a period of five (5) consecutive days or less.

Paragraph (6) does not apply if the insured has any other insurance for "bodily injury or "property damage" liability for such aircraft, whether such other insurance is primary, excess, contingent or on any other basis.

3. PREMISES ALIENATED

A. Exclusion j. **Damage to Property**, paragraph (2) is deleted.

B. The following paragraph is also deleted from Exclusion j. **Damage to Property**:

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

4. PROPERTY DAMAGE LIABILITY - ELEVATORS AND SIDETRACK AGREEMENTS

A. Exclusion j. **Damage to Property**, paragraphs (3), (4), and (6) do not apply to the use of elevators.

B. Exclusion k. **Damage to Your Product** does not apply to:

- 1. The use of elevators; or
- 2. Liability assumed under a sidetrack agreement.

5. PROPERTY DAMAGE LIABILITY - BORROWED EQUIPMENT

A. Exclusion j. **Damage to Property**, paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

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- B. With respect to any one borrowed equipment item, provision **5.A.** above does not apply to "property damage" that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

6. PRODUCT RECALL EXPENSE

- A. Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:
1. Failure of any products to accomplish their intended purpose;
 2. Breach of warranties of fitness, quality, durability or performance;
 3. Loss of customer approval or any cost incurred to regain customer approval;
 4. Redistribution or replacement of "your product", which has been recalled, by like products or substitutes;
 5. Caprice or whim of the insured;
 6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
 7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
 8. Recall of "your product(s)" that have no known or suspected defect solely because a known or suspected defect in another of "your product(s)" has been found.
- B. Under **SECTION III – LIMITS OF INSURANCE**, paragraph 3. is replaced in its entirety as follows and paragraph 8. is added:
3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and
 - b. "Product recall expenses".
 8. Subject to paragraph 5. above, \$25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

The insurance afforded by provisions 1. through 6. of this endorsement is excess over any valid and collectible insurance (including any deductible) available to the insured whether primary, excess or contingent, and **SECTION IV., paragraph 4. Other Insurance** is changed accordingly.

7. BLANKET CONTRACTUAL LIABILITY – RAILROADS

When a written contract or written agreement requires Contractual Liability - Railroads, the definition of "insured contract" in Section V - Definitions is replaced by the following with respect to operations performed for, or affecting, a railroad:

9. "Insured Contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

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- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

8. CONTRACTUAL LIABILITY - PERSONAL AND ADVERTISING INJURY

Under **SECTION 1 - COVERAGE B.**, paragraph 2. **Exclusions**, paragraph e. **Contractual Liability** is deleted.

9. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, paragraphs 1.b. and 1.d. are deleted and replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

10. BROADENED WHO IS AN INSURED

SECTION II - WHO IS AN INSURED is deleted and replaced with the following:

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

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2. Each of the following is also an insured:

- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services except as provided in provision **11**. of this endorsement.

Paragraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to your "employees" who are:

- (i)** Managers;
- (ii)** Supervisors;
- (iii)** Directors; or
- (iv)** Officers;

with respect to "bodily injury" to a co-"employee".

(2) "Property damage" to property:

- (a)** Owned, occupied or used by;
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c.** Any person or organization having proper temporary custody of your property if you die, but only;
 - (1)** With respect to liability arising out of the maintenance or use of that property; and
 - (2)** Until your legal representative has been appointed.
- d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
- e.** Your subsidiaries if:
 - (1)** They are legally incorporated entities; and
 - (2)** You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

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If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

- f. (1) Any person or organization, other than an architect, engineer or surveyor, required to be named as an additional insured in a "work contract", letter of intent or work order. However, such person or organization shall be an additional insured only with respect to covered "bodily injury," "property damage," and "personal and advertising injury" arising out of "your work" under that "work contract", letter of intent or work order.
- (2) We will provide additional insured coverage to such person or organization only:
 - (a) for a period of 30 days after the effective date of the applicable "work contract", letter of intent or work order; or
 - (b) until the end of the policy term in effect at the inception of the applicable "work contract", letter of intent or work order;whichever is earlier.
- (3) Coverage provided under this paragraph f. is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the "work contract", letter of intent or work order requires this insurance be primary, in which case this insurance will be primary without contribution from such other insurance available to the additional insured.
- (4) This paragraph f. does not apply if form CG 70 48, Contractors Blanket Additional Insured Endorsement, is attached to the policy.
- g. Any person or organization to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the maintenance or use of that part of any premises leased to you, including common or public areas about such premises if so required in the contract.

However, no such person or organization is an insured with respect to:

 - (1) Any "occurrence" that takes place after you cease to occupy those premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- h. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

 - (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- i. Any person or organization who is the lessor of equipment leased to you to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.
- j. Any architect, engineer, or surveyor engaged by you but only with respect to liability arising out of your premises or "your work."

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However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection, or engineering services.

This paragraph j. does not apply if form CG 70 48, Contractors Blanket Additional Insured Endorsement, is attached to the policy.

- k. Any manager, owner, lessor, mortgagee, assignee or receiver of premises, including land leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises or land leased to you.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy that premises, or cease to lease the land; or
 - (2) Structural alteration, new construction or demolition operations performed by or on behalf of that person or organization.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded until the end of the policy period.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
 4. Any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in "your product" made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";

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- g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization from which you have acquired "your products", or any ingredient, part, or container, entering into, accompanying or containing "your products".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. INCIDENTAL MALPRACTICE LIABILITY

As respects provision 10., **SECTION II - WHO IS AN INSURED**, paragraph 2.a.(1)(d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your "employee" does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION III - LIMITS OF INSURANCE**, provisions 12. through 14. of this endorsement amend the policy as follows:

12. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

13. INCREASED MEDICAL PAYMENTS LIMIT AND REPORTING PERIOD

- A. The requirement under **SECTION I - COVERAGE C MEDICAL PAYMENTS** that expenses be incurred and reported to us within one year of the date of the accident is changed to three years.
- B. **SECTION III - LIMITS OF INSURANCE**, paragraph 7., the Medical Expense Limit, is subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** and is the greater of:
 - 1. \$10,000; or
 - 2. The amount shown in the Declarations for Medical Expense Limit.
- C. This provision 13. does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS

- A. The word fire is changed to "specific perils" where it appears in:
 - 1. The last paragraph of **SECTION I – COVERAGE A**, paragraph 2. **Exclusions**;
 - 2. **SECTION IV**, paragraph 4.b. **Excess Insurance**.
- B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."
- C. The Damage To Premises Rented To You Limit described in **SECTION III - LIMITS OF INSURANCE**, paragraph 6., is replaced by a new limit, which is the greater of:
 - 1. \$1,000,000; or

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2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

- D. This provision 14. does not apply if the Damage To Premises Rented To You Limit of **SECTION I - COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions 15. through 17. of this endorsement amend the policy as follows:

15. KNOWLEDGE OF OCCURRENCE

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit**, paragraph a. is deleted and replaced and paragraphs e. and f. are added as follows:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
- (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

16. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **6. Representations** is deleted and replaced with the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this coverage part if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by the Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

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17. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

18. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL

Paragraph 2.b. of **A. Cancellation** of the **COMMON POLICY CONDITIONS** is deleted and replaced with the following:

- b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 9. **When We Do Not Renew** is deleted and replaced with the following:

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

19. MOBILE EQUIPMENT REDEFINED

Under **SECTION V - DEFINITIONS**, paragraph 12. "Mobile equipment", paragraph f. (1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

20. DEFINITIONS

1. **SECTION V – DEFINITIONS**, paragraph 4. "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. **SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b. Stationery, envelopes, production of announcements and postage or facsimiles;
- c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;

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- e. Rental of necessary additional warehouse or storage space;
- f. Packaging of or transportation or shipping of defective products to the location you designate; and
- g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:
 - (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
 - (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

"Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

"Work contract" means a written agreement between you and one or more parties for work to be performed by you or on your behalf.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"As needed by contract and shown on certificate of insurance on file with company"

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

"This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri Statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications."

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.: WC2028857

Endorsement No.

Insured: Traffic Control Devices, Inc.

Premium \$

Insurance Company: Amerisure Insurance Company

Countersigned by





Traffic Control Devices, Inc.
 14700 W. Highway 10
 Orlando, Florida 32814
 Phone: 407.841.1313
 Fax: 407.841.1370
 www.TCD-USA.com

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
---	ORANGE	---

**WINTER GARDEN VINELAND RD
& SR 429**

SHEET
NO.

IT-3

**APPLICATION FOR
RIGHT OF ENTRY UPON
CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX") PROPERTY**

Applicant: Traffic Control Devices, Inc.
Address: 242 North Westmonte Ave. Altamonte Springs, FL
Telephone Number(s): 407-869-5300
Email Address(es): fm@tcd-usa.com

Contact Person: Frank Matulewicz
Telephone Numbers(s): Cell: 407-448-3619 Email: fm@tcd-usa.com

Required Attachments:

- ☒ A. Project Plan
☒ B. Description of Location
☐ C. Certificate of Insurance

DESCRIPTION OF PROJECT AND LOCATION

A. Description of Project. Applicant intends to perform the work described in the plans attached hereto as **Attachment A**, referred to as "Project," generally described as follows:

ORANGE COUNTY FLORIDA
CENTRAL FLORIDA EXPRESSWAY (SR429) FIBER
FIBER CONNECTION PLANS
ORANGE COUNTY PUBLIC WORKS

B. Location. In order to construct the Project, Applicant desires to enter upon the real property more particularly described in **Attachment B**, referred to as "CFX Property," which Applicant represents is owned by CFX, in the following area:

FROM THE OC TRAFFIC PULLBOX SE CORNER OF CLARCONA OCOEA RD / SR429
TO THE SR429 SPLICE VAULT

TERMS AND CONDITIONS

Based upon the above, Applicant hereby requests a temporary non-exclusive right of entry to enter upon CFX Property to commence the Project and agrees to the terms and conditions set forth herein.

1. The description of the Project and location are true, correct, and complete.

2. Term. This Right of Entry is terminable at will by the CFX. Unless terminated sooner, this Right of Entry will expire upon the earlier of: (a) completion of the Project; (b) the expiration of the required insurance; or (c) SIXTY DAYS FROM APPROVAL (60) days from the date of execution.

3. Right of Entry. CFX hereby authorizes Applicant, its employees, contractors, and agents to enter upon CFX Property for the sole and limited purpose of:

INSTALLATION OF CONDUIT AND FIBER FOR THE SOLE PURPOSE OF REDUNDANCY FOR ORANGE COUNTY
TRAFFIC CABINET COMMUNICATIONS

It is expressly stipulated that this Right of Entry is a license for permissive use only and that the placing of utilities upon public property pursuant to this Right of Entry shall not operate to create or vest any property right in said holder. In the case of non-compliance with CFX's requirements or any other applicable requirements, this Right of Entry is void and any alterations to CFX Property will have to be brought into compliance or removed from CFX Property at no cost to CFX. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of CFX's title and interest in the land to be entered upon and used by the Applicant, and the Applicant will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless CFX and its officers, employees, and agents from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said Applicant of the aforesaid rights and privileges.

4. Conditions. Applicant further agrees to the following conditions:

- a. Applicant shall apply for and obtain all necessary permits, including permits issued by or through the Florida Department of Transportation, and comply with all applicable laws, rules, ordinances, and regulations.
- b. Under no circumstances may Applicant block any CFX roadway or operation or impede CFX in its normal functions without the prior written consent and approval from the CFX.
- c. No pullboxes or other surface structures shall be permanently placed within CFX right-of-way.
- d. All work, materials, and equipment shall be subject to inspection and approval by CFX at any time.
- e. The Project shall not interfere with the property and rights of a prior Applicant or an existing structure, facility, utility, or use.
- f. In the event contaminated soil is encountered by the Applicant, its employees, contractors, or agents, within CFX Property, the Applicant shall immediately cease work on the Project and notify CFX. CFX shall notify the Applicant of any suspension or revocation of the Right of Entry to allow for contamination

assessment and remediation. Said suspension or revocation shall remain in effect until otherwise notified by CFX.

- g. NA
- h. NA
- i. NA

5. Coordination. Activities to be performed in connection with the Project shall be coordinated with CFX prior to the initiation of the activity. Coordination with CFX shall be accomplished through contact and cooperation with both Pat Collins at 407-690-5056 and Steve Geiss at 407-690-5335, at least 72 hours in advance to assist in locating the existing CFX roadway lighting lines, fiber optic network lines, and any other underground improvements and to confirm no on-going maintenance in the area.

6. Restoration of Site. Applicant shall be responsible for any and all costs related to the Project, including, but not limited to, installation, operation and removal and restoration of equipment on and around CFX Property. At Applicant's sole cost and expense, Applicant shall remove from CFX Property all materials generated during its activities within CFX Property and Applicant shall be fully responsible for the proper disposal of such materials in accordance with applicable laws, rules, ordinances and regulations. Additionally, Applicant agrees to promptly repair any and all damage to CFX Property caused by the Project with specific attention to surface sod, concrete, and asphalt. Restoration of CFX Property shall be equal or superior to its present condition as nearly as may reasonably be possible. Upon completion of restoration, Applicant shall contact Pat Collins at 407-690-5056 and Steve Geiss at 407-630-5335, who shall inspect the CFX Property and, if satisfied, issue a notice of satisfaction, which notice may be transmitted by electronic mail. Failure to obtain said notice of satisfaction may result in pursuit by CFX against Applicant, its contractors or agents for damages and costs associated with proper restoration of CFX Property.

7. Indemnification. Applicant shall indemnify, defend and hold CFX harmless and shall cause Applicant's contractors and agents to indemnify, defend and hold CFX harmless from and against any and all costs, expenses, fines, fees, penalties, claims, suits or proceedings (including attorneys' fees at the trial or appellate level), demands, liabilities, damages, injuries (including death) arising from their respective use or work performed on or about CFX Property or in connection with the Project, excepting only those claims arising from the sole negligence of CFX, its officials, or employees.

8. Sovereign Immunity. Nothing contained in this Right of Entry shall be construed as a waiver or attempt at a waiver by CFX of its sovereign immunity under the Constitution, the Florida Statutes, and laws of the State of Florida.

9. Insurance Requirements. The Applicant shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Applicant's activities and those of any and all subcontractors (including officers, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by the CFX. Compliance with the insurance requirements below shall not relieve or limit the Applicant's liabilities and obligations under this Right of Entry. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the Applicant's obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

- a. The Applicant shall require all insurance policies in any way related to the work to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The Applicant shall require of sub-contractors, by appropriate written Agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the Applicant agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. At the Applicant's expense, all limits must be maintained. All insurance coverage required of the Applicant shall be primary over any insurance or self-insurance program carried by CFX.
- b. Commercial General Liability: Shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. CFX shall be listed as an additional insured utilizing an endorsement Form.
- c. Business Automobile Liability: Shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the Applicant does not own automobiles, the Applicant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- d. Workers' Compensation Coverage: Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Applicant, its employees, contractors, agents and sub-contractors.

- e. Prior to the expiration of the Certificate of Insurance, the Applicant shall provide CFX with a renewed Certificate of Insurance.

10. Assumption of Risk; Release. Applicant, on behalf of its employees, contractors, and agents, assumes the risk associated with any activities arising out of this Right of Entry or on or around CFX Property. Applicant, on behalf of itself, its employees, contractors, and agents, hereby releases CFX, its officials, officers, employees, contractors and agents from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any injury or damage to any person or any real or personal property which Applicant and its employees, contractors, or agents may suffer or incur in connection with this Right of Entry.

11. Reservation of Rights. CFX expressly reserves all rights to pursue any claims it may have against the Applicant, its employees, contractors or agents for damages, violations, contributions and indemnity, or for any other losses which may have been caused by the Applicant, its employees, contractors, or agents within CFX Property. In the event that the Applicant fails to comply with the terms of this Right of Entry, CFX has the right to immediately termination upon notice.

12. Governing Law. All parties agree that this Right of Entry and the contents thereof are to be interpreted and enforced pursuant to the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Right of Entry or any provision hereof shall be instituted and maintained only in the courts of the State of Florida.

13. Notice. Except as otherwise provided in the paragraphs with the headings of Coordination and Restoration of Site, all notices required to be delivered to Applicant or CFX shall be delivered via certified mail return receipt requested to the respective parties at the addresses provided below:

With respect to Applicant: To the address provided on page 1.

With respect to CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807-1684
Telephone: (407) 690-5000
Facsimile: (407) 690-5011
Attention: Chief of Infrastructure

and

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807-1684
Telephone: (407) 690-5000
Facsimile: (407) 690-5011
Attention: General Counsel

14. Authorized Signatories. Applicant represents and warrants that the person signing below is duly authorized to sign this Right of Entry to which the Applicant and its employees, contractors, and agents will be duly bound.

15. The Parties agree that neither this Right of Entry nor any memorandum or notice of the same shall be recorded in the Official Records of Orange County, Florida or any other County in the State of Florida.

16. Applicant understands and agrees that this Right of Entry does not take effect until it is fully executed by CFX in writing and that Applicant cannot rely upon the representations of staff.

IN WITNESS WHEREOF, the Applicant executes this Application for Right of Entry for a temporary non-exclusive right of entry to enter upon CFX Property to commence the Project at the location described herein, subject to the terms and conditions above.

Witnesses:

First Witness

By: Brent Pink
Print Name: Brent Pink

Second Witness

By: Glenn Perry
Print Name: Glenn Perry

APPLICANT:

Name: Traffic Control Devices, Inc
By: [Signature]
Print Name: Frank Matulewicz
Title: ITS Project Manager
Date: 4/29/16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

In reliance upon the Applicant's representations and commitments, CFX approves the Application and grants a temporary non-exclusive right of entry to enter upon CFX Property to commence the Project subject to the terms and conditions above, effective on the last date of execution below.

By: _____ Date: _____
Joseph A. Berenis, P.E., Chief of Infrastructure

APPROVED AS TO FORM: _____ Date: _____
General Counsel /Deputy General Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stahl & Associates Insurance, Inc. 250 International Parkway Suite 128 Lake Mary FL 32746		CONTACT NAME: Karen Hall PHONE (A/C No. Ext): (407) 833-8998 FAX (A/C No.): (407) 833-3909 E-MAIL ADDRESS: karen.hall@stahlinsurance.com															
INSURED Traffic Control Devices, Inc. P.O. Box 150418 Altamonte Springs FL 32715-0418		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A Amerisure Mutual Ins Co</td><td>23396</td></tr><tr><td>INSURER B Amerisure Insurance Co</td><td>19488</td></tr><tr><td>INSURER C XL Specialty Insurance Co.</td><td>37885</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Amerisure Mutual Ins Co	23396	INSURER B Amerisure Insurance Co	19488	INSURER C XL Specialty Insurance Co.	37885	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:** CL1642031473**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	GL2028856	5/1/2016	5/1/2017	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blanket Add'l Insured's						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> GL Extension Endorsement						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS	X	Y	CA2028854	5/1/2016	5/1/2017	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A	WC2028857	5/1/2016	5/1/2017	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Contractors Equipment			UM00037425MA16A	5/1/2016	5/1/2017	Leased/Rented Equipment \$500,000
C	Contractors Equipment			UM00037425MA16A	5/1/2016	5/1/2017	Installation Floater \$2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Job: Orange County, Florida (SR429) Fiber Connection - From the OC Traffic Pullbox SE Corner of Clarcona Ocoee Rd / SR429 to the SR 429 Splice Vault;

CFX, its employees, members, officers, agents, consultants and successors, are included as an Additional Insured with respect to General Liability including ongoing and completed operations per endorsement CG7048 as required by written contract. Additional Insured with respect to Automobile Liability per CA7171 Advantage Commercial Automobile Broad Form endorsement. Installation Floater Coverage to include coverage for materials stored at the project site, property while in transit, and property stored at a

CERTIFICATE HOLDER

(407) 690-5011

Central Florida Expressway Authority
4974 ORL Tower Rd.
Orlando, FL 32807

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Bowles/DOOLEY

COMMENTS/REMARKS

temporary location for the amount of materials involved in this contract. Waiver of subrogation applies in favor of Additional Insured with respect to general liability, automobile liability, and worker's compensation. 30 days notice of cancellation will be provided.

Insured: Traffic Control Devices, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stahl & Associates Insurance, Inc. 250 International Parkway Suite 128 Lake Mary FL 32746	CONTACT NAME: Karen Hall	
	PHONE (A/C, No, Ext): (407) 833-8998	FAX (A/C, No): (407) 833-3909
INSURED Traffic Control Devices, Inc. P.O. Box 150418 Altamonte Springs FL 32715-0418	E-MAIL ADDRESS: karen.hall@stahlinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: North River Insurance Co	NAIC # 21105
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1642031475 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ -0- <input checked="" type="checkbox"/>		5811066837	5/1/2016	5/1/2017	EACH OCCURRENCE	\$ 19,000,000
						AGGREGATE	\$ 19,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job: Orange County, Florida (SR429) Fiber Connection - From the OC Traffic Pullbox SE Corner of Clarcona Ocoee Rd / SR429 to the SR 429 Splice Vault;
Umbrella is excess over the general liability, automobile and employers liability coverages.

CERTIFICATE HOLDER

(407) 690-5011

Central Florida Expressway Authority
4974 ORL Tower Rd.
Orlando, FL 32807

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Bowles/DOOLEY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Policy Number GL2028856	Agency Number 0825486	Policy Effective Date
Policy Expiration Date	Date	Account Number 11183621
Named Insured Traffic Control Devices, Inc.	Agency STAHL BOWLES & ASSOCS INC	Issuing Company AMERISURE INSURANCE COMPANY

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.b. The written contract, written agreement, or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.c. If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;we will provide additional insured status as specified in this endorsement.
2. **SECTION II - WHO IS AN INSURED** is amended to add the following:

If the additional insured is:

 - a. An individual, their spouse is also an additional insured.
 - b. A partnership or joint venture, members, partners, and their spouses are also additional insureds.
 - c. A limited liability company, members and managers are also additional insureds.
 - d. An organization other than a:
 - (1) Partnership;
 - (2) Joint venture; or
 - (3) Limited liability company;executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
 - e. A trust, trustees are also insureds, but only with respect to their duties as trustees.

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3. The insurance provided under this endorsement is limited as follows:

- a. That person or organization is an additional insured only with respect to liability arising out of:**
 - (1) Premises you:**
 - (a) Own;**
 - (b) Rent;**
 - (c) Lease; or**
 - (d) Occupy; or**
 - (2) Ongoing operations performed by you or on your behalf. If, however, the written contract, written agreement, or certificate of insurance also requires completed operations coverage, we will also provide completed operations coverage for that additional insured.**
- b. Premises, as respects paragraph 3.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.**
- c. Additional insured status provided under paragraphs 3.a.(1)(b) or 3.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.**
- d. Ongoing operations, as respects paragraph 3.a.(2) above, does not apply to "bodily injury" or "property damage" occurring after:**
 - (1) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or**
 - (2) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.**
- e. The limits of insurance that apply to the additional insured are the least of those specified in the:**
 - (1) Written contract;**
 - (2) Written agreement;**
 - (3) Certificate of insurance; or**
 - (4) Declarations of this policy.**

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- f. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:**
 - (1) The preparing, approving, or failing to prepare or approve:**
 - (a) Maps;**
 - (b) Drawings;**
 - (c) Opinions;**
 - (d) Reports;**
 - (e) Surveys;**
 - (f) Change orders;**
 - (g) Design specifications; and**
 - (2) Supervisory, inspection, or engineering services.**

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- g. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

unless the written contract, written agreement, or certificate of insurance requires this insurance be primary. In that case, this insurance will be primary without contribution from such other insurance available to the additional insured.

- h. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the terms of that endorsement, shown below, are incorporated into this endorsement to the extent such terms do not restrict coverage otherwise provided by this endorsement:

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.
SCHEDULE**

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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CG 20 10 11 85

- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of an Insurance Services Office (ISO) endorsement, then the coverage provided under this CG 70 48 endorsement does not apply. Additional insured status is limited to that provided by the ISO endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ \$350.00

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph A.2. is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
 - (1) Coverage under this provision is afforded only until the end of the policy period;
 - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
 - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
 - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

- (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
 - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
 - (b) The "auto" is leased without a driver; and
 - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph 5. FELLOW EMPLOYEE is deleted and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

- A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

- B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, paragraph b. Loss of Use Expenses is deleted and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

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- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

C. Under SECTION IV – BUSINESS AUTO CONDITIONS, paragraph 5.b. Other Insurance is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

(a) The amount paid under the Physical Damage Coverage Section of the policy; and

(b) Any:

- (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
- (4) Security deposits not refunded by a lessor; and
- (5) Carry-over balances from previous loans or leases.

7. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph 4. Coverage Extensions is deleted and replaced by the following:

4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph 3. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SCHEDULE

Description of Covered "Auto":

Limit of Insurance
\$500

Deductible
\$250

A. Coverage

1. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit that is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.

B. Exclusions

For purposes of this provision 14, the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
3. A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered "auto".

C. Limit of Insurance

With respect to coverage under provision 14. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment, as described in paragraph A. above, as a result of any one "accident", is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. The amount shown in the Schedule.

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2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

E. When This Provision Becomes Void

This provision, **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**, is void if CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **EXCLUSIONS**, provisions 1. through 6. of this endorsement amend the policy as follows:

1. LIQUOR LIABILITY

Exclusion c. **Liquor Liability** is deleted.

2. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)

Exclusion g. **Aircraft, Auto or Watercraft**, paragraph (2) is deleted and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

Exclusion g. **Aircraft, Auto or Watercraft**, paragraph (6) is added as follows:

(6) An aircraft that you do not own that is:

- (a) Hired;
- (b) Rented; or
- (c) Loaned to you;

with paid crew for a period of five (5) consecutive days or less.

Paragraph (6) does not apply if the insured has any other insurance for "bodily injury or "property damage" liability for such aircraft, whether such other insurance is primary, excess, contingent or on any other basis.

3. PREMISES ALIENATED

A. Exclusion j. **Damage to Property**, paragraph (2) is deleted.

B. The following paragraph is also deleted from Exclusion j. **Damage to Property**:

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

4. PROPERTY DAMAGE LIABILITY - ELEVATORS AND SIDETRACK AGREEMENTS

A. Exclusion j. **Damage to Property**, paragraphs (3), (4), and (6) do not apply to the use of elevators.

B. Exclusion k. **Damage to Your Product** does not apply to:

- 1. The use of elevators; or
- 2. Liability assumed under a sidetrack agreement.

5. PROPERTY DAMAGE LIABILITY - BORROWED EQUIPMENT

A. Exclusion j. **Damage to Property**, paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

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- B. With respect to any one borrowed equipment item, provision **5.A.** above does not apply to "property damage" that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

6. PRODUCT RECALL EXPENSE

- A. Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:
1. Failure of any products to accomplish their intended purpose;
 2. Breach of warranties of fitness, quality, durability or performance;
 3. Loss of customer approval or any cost incurred to regain customer approval;
 4. Redistribution or replacement of "your product", which has been recalled, by like products or substitutes;
 5. Caprice or whim of the insured;
 6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
 7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
 8. Recall of "your product(s)" that have no known or suspected defect solely because a known or suspected defect in another of "your product(s)" has been found.
- B. Under **SECTION III – LIMITS OF INSURANCE**, paragraph 3. is replaced in its entirety as follows and paragraph 8. is added:
3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and
 - b. "Product recall expenses".
 8. Subject to paragraph 5. above, \$25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

The insurance afforded by provisions 1. through 6. of this endorsement is excess over any valid and collectible insurance (including any deductible) available to the insured whether primary, excess or contingent, and **SECTION IV.**, paragraph 4. **Other Insurance** is changed accordingly.

7. BLANKET CONTRACTUAL LIABILITY – RAILROADS

When a written contract or written agreement requires Contractual Liability - Railroads, the definition of "insured contract" in Section V - Definitions is replaced by the following with respect to operations performed for, or affecting, a railroad:

9. "Insured Contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

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- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

8. CONTRACTUAL LIABILITY - PERSONAL AND ADVERTISING INJURY

Under **SECTION 1 - COVERAGE B.**, paragraph 2. **Exclusions**, paragraph e. **Contractual Liability** is deleted.

9. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, paragraphs 1.b. and 1.d. are deleted and replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

10. BROADENED WHO IS AN INSURED

SECTION II - WHO IS AN INSURED is deleted and replaced with the following:

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services except as provided in provision **11.** of this endorsement.

Paragraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to your "employees" who are:

- (i)** Managers;
- (ii)** Supervisors;
- (iii)** Directors; or
- (iv)** Officers;

with respect to "bodily injury" to a co-"employee".

(2) "Property damage" to property:

- (a)** Owned, occupied or used by;
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c.** Any person or organization having proper temporary custody of your property if you die, but only;
 - (1)** With respect to liability arising out of the maintenance or use of that property; and
 - (2)** Until your legal representative has been appointed.
- d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
- e.** Your subsidiaries if:
 - (1)** They are legally incorporated entities; and
 - (2)** You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

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If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

- f. (1) Any person or organization, other than an architect, engineer or surveyor, required to be named as an additional insured in a "work contract", letter of intent or work order. However, such person or organization shall be an additional insured only with respect to covered "bodily injury," "property damage," and "personal and advertising injury" arising out of "your work" under that "work contract", letter of intent or work order.
- (2) We will provide additional insured coverage to such person or organization only:
 - (a) for a period of 30 days after the effective date of the applicable "work contract", letter of intent or work order; or
 - (b) until the end of the policy term in effect at the inception of the applicable "work contract", letter of intent or work order;whichever is earlier.
- (3) Coverage provided under this paragraph f. is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the "work contract", letter of intent or work order requires this insurance be primary, in which case this insurance will be primary without contribution from such other insurance available to the additional insured.
- (4) This paragraph f. does not apply if form CG 70 48, Contractors Blanket Additional Insured Endorsement, is attached to the policy.
- g. Any person or organization to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the maintenance or use of that part of any premises leased to you, including common or public areas about such premises if so required in the contract.

However, no such person or organization is an insured with respect to:

 - (1) Any "occurrence" that takes place after you cease to occupy those premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- h. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

 - (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- i. Any person or organization who is the lessor of equipment leased to you to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.
- j. Any architect, engineer, or surveyor engaged by you but only with respect to liability arising out of your premises or "your work."

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However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection, or engineering services.

This paragraph j. does not apply if form CG 70 48, Contractors Blanket Additional Insured Endorsement, is attached to the policy.

- k. Any manager, owner, lessor, mortgagee, assignee or receiver of premises, including land leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises or land leased to you.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy that premises, or cease to lease the land; or
 - (2) Structural alteration, new construction or demolition operations performed by or on behalf of that person or organization.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded until the end of the policy period.
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Coverage A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
 4. Any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in "your product" made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";

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- g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization from which you have acquired "your products", or any ingredient, part, or container, entering into, accompanying or containing "your products".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. INCIDENTAL MALPRACTICE LIABILITY

As respects provision 10., **SECTION II - WHO IS AN INSURED**, paragraph 2.a.(1)(d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your "employee" does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION III - LIMITS OF INSURANCE**, provisions 12. through 14. of this endorsement amend the policy as follows:

12. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

13. INCREASED MEDICAL PAYMENTS LIMIT AND REPORTING PERIOD

- A. The requirement under **SECTION I - COVERAGE C MEDICAL PAYMENTS** that expenses be incurred and reported to us within one year of the date of the accident is changed to three years.
- B. **SECTION III - LIMITS OF INSURANCE**, paragraph 7., the Medical Expense Limit, is subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** and is the greater of:
 - 1. \$10,000; or
 - 2. The amount shown in the Declarations for Medical Expense Limit.
- C. This provision 13. does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS

- A. The word fire is changed to "specific perils" where it appears in:
 - 1. The last paragraph of **SECTION I – COVERAGE A**, paragraph 2. **Exclusions**;
 - 2. **SECTION IV**, paragraph 4.b. **Excess Insurance**.
- B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."
- C. The Damage To Premises Rented To You Limit described in **SECTION III - LIMITS OF INSURANCE**, paragraph 6., is replaced by a new limit, which is the greater of:
 - 1. \$1,000,000; or

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2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

- D. This provision 14. does not apply if the Damage To Premises Rented To You Limit of **SECTION I - COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions 15. through 17. of this endorsement amend the policy as follows:

15. KNOWLEDGE OF OCCURRENCE

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit**, paragraph a. is deleted and replaced and paragraphs e. and f. are added as follows:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
- (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

16. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph 6. **Representations** is deleted and replaced with the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this coverage part if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by the Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

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17. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

- 8.** If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

18. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL

Paragraph **2.b. of A. Cancellation** of the **COMMON POLICY CONDITIONS** is deleted and replaced with the following:

- b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **9. When We Do Not Renew** is deleted and replaced with the following:

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

19. MOBILE EQUIPMENT REDEFINED

Under **SECTION V - DEFINITIONS**, paragraph **12. "Mobile equipment"**, paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

20. DEFINITIONS

- 1. SECTION V – DEFINITIONS**, paragraph **4. "Coverage territory"** is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

- 2. SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a.** Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b.** Stationery, envelopes, production of announcements and postage or facsimiles;
- c.** Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d.** Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;

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- e. Rental of necessary additional warehouse or storage space;
- f. Packaging of or transportation or shipping of defective products to the location you designate; and
- g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:
 - (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
 - (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

"Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

"Work contract" means a written agreement between you and one or more parties for work to be performed by you or on your behalf.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"As needed by contract and shown on certificate of insurance on file with company"

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

"This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri Statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications."

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.: WC2028857

Endorsement No.

Insured: Traffic Control Devices, Inc.

Premium \$

Insurance Company: Amerisure Insurance Company

Countersigned by





REVISIONS		DESCRIPTION			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SR 429 & WEST RD	SHEET NO. IT-4
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					---	ORANGE	---		